

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MASSACHUSETTS

HIGHSTEPPIN' PRODUCTIONS, LLC.,
Plaintiff

versus

GEORGE PORTER, JR., d/b/a
ORA'S PUBLISHING, INC.;
DAVID RUSSELL BATISTE, JR., d/b/a
NOT SO SERIOUS MUSIC;
BRIAN STOLTZ, d/b/a
LONG OVERDUE MUSIC;
PORTER, BATISTE, STOLTZ, LLC.,
a Louisiana Limited Liability Company;
LIVE NATION, INC. d/b/a
HOUSE OF BLUES,
a California Corporation;
FUNKY METERS, INC.,
a Louisiana Corporation;
ELEVATION GROUP, INC.;
BUGALOO MUSIC,
a California Corporation;
SCREEN GEMS-EMI MUSIC, INC.,
a New York Corporation;
BUG MUSIC, INC.,
a California Corporation; and
CABBAGE ALLEY MUSIC,
a California Corporation

Defendants

Docket Number

1:09-cv-12208

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned authority, personally came and appeared:

BRIAN STOLTZ



who after being by me first duly sworn, did voluntarily appear, depose and aver that:

1. I am a person over the age of majority, and a named Defendant in the above-styled litigation.
2. I have read Defendants' Rule 12 Motion To Dismiss, or Alternatively, To Transfer ("Motion"), and the factual representations contained therein are true and correct to best of my knowledge, recollection and understanding.
3. I have specific personal knowledge of the facts set forth herein below.
4. I am a Louisiana-born and Louisiana-based musician, and have been playing music professionally for over thirty-five (35) years.
5. I do not reside, and have never resided, in Massachusetts.
6. I first met Philip Stepanian ("Stepanian") at a wedding gig ("Wedding") and that Porter-Batiste-Stoltz Band ("PBS") played in Florida on or about January 22, 2005.
7. Stepanian initially wanted to work for Defendants in a merchandising capacity, and came to George Porter's house in New Orleans, Louisiana, for a marketing meeting, on or about April 20, 2005.
8. During that meeting, and later as he rode with me to his hotel, Stepanian began making comments regarding a possible management relationship with Defendants.
9. I signed the personal management agreement ("Contract") between Defendants and Plaintiff, dated May 8, 2006, in New Orleans, Louisiana, at Attorney Greg Eveline's office on Maple Street.

10. I have visited the offices of Highsteppin' in Somerville, Massachusetts on two (2) occasions. The first was on August 24, 2006, in route to East Coast area performances. Stepanian showed me his office, which was not completely finished and operational. No business was transacted, but I had lunch with Stepanian and left for my shows. The second visit to the Somerville, Massachusetts offices of Highsteppin' was in August 2009, supposedly for a financial meeting, which never resulted in any substantive disclosures where the financial records were explained to the Defendants.
11. Plaintiff-Stepanian never discussed nor disclosed financial records or contracts which obligated the Defendants to pay any monies whatsoever on past or future performances in that August 2009 meeting.
12. Further, Affiant sayeth not.

/s/ Brian Stoltz

BRIAN STOLTZ

SWORN TO AND SUBSCRIBED, before me, this the 12th day of February,
2010.

/s/ Ronnie G. Penton

Notary Public

Louisiana Bar Roll Number 10462

My Commission Expires at Death